

3. Do your legal services in connection with a property transfer or leasing transaction include documented protocols to evaluate:
- a. Whether the type of business in question creates, or may in the past have created, environmental problems? ☐ Yes ☒ No
- b. Whether any real or personal property owned or leased, now or in the past, or property to be acquired is likely to be contaminated by hazardous substances (e.g., asbestos, lead, PCBs, etc.)? ☐ Yes ☒ No
- c. Whether any specific site locations owned or leased, operated now or in the past, or property to be acquired are located in or are adjacent to ecologically sensitive areas (such as wetlands, flood plains, aquifers or conservation areas, etc.)? ☐ Yes ☒ No
- d. Whether any corporate entity connected to the client including all past and present parent subsidiaries, divisions and spin-offs has ever been fined, penalized, cited or sued for violating any federal, state or local environmental law or regulations? ☐ Yes ☒ No
4. Do you require:
- a. Investigation of potential, material environmental risks before resolution of price and other central terms and condition? ☒ Yes ☐ No
- b. A thorough review with the client of the economic impact of known environmental considerations and potential benefits of further identification or qualification of environmental risks, in property transfer or leasing transactions with potential material environmental exposure? ☒ Yes ☐ No
- If "No" to any part of Question 4, are clients advised in writing to seek independent professional evaluations of potential environmental exposures? ☐ Yes ☐ No

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For all other applicable state fraud warnings, please see the main application.

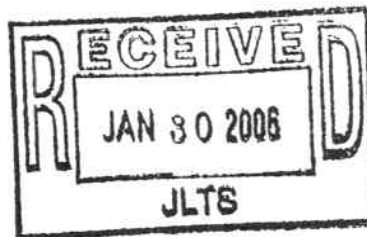
NOTICE

Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.

Signature of Owner, Partner or Principal

Title

Date _____





St. Paul Travelers 1ST ChoiceSM
Lawyers Professional Liability Insurance Plaintiff Litigation Supplement

- ☐ St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota
☐ St. Paul Mercury Insurance Company, Saint Paul, Minnesota
☐ St. Paul Guardian Insurance Company, Saint Paul, Minnesota

Please complete this Supplement and submit it to St. Paul Travelers along with your completed Lawyers Professional Liability Insurance Application, (form 58459) if instructed to do so. You agree that this Supplement will become part of your application for Lawyers Professional Liability Insurance and is subject to the same terms.

1. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

Citak & Citak

IF FIRM IS NEWLY ESTABLISHED, PLEASE PROVIDE YOUR BEST ESTIMATE.

2. Describe the types of cases handled (e.g. admiralty, aviation, asbestos, bodily injury, breast implant, commercial, discrimination, general liability, medical malpractice, personal injury, products, toxic tort, sexual harassment, tobacco, worker's compensation, unfair competition, wrongful death, etc.)

Arbitration

Commercial or Corporate

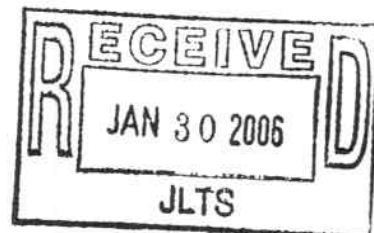
Labor Litigation

General Liability

Bodily Injury/Personal Injury

Domestic Relations

3. What is the Firm's average litigation case load per year? 50
4. What percentage of the Firm's litigation cases are settled before trial? 98 %
5. What percentage of the Firm's litigation cases are tried to a verdict? 1 - 2 %
6. What percentage of the Firm's litigation cases are handled on a contingency fee basis? 50 %
7. What is the estimated average dollar size of judgments, awards and settlements in the litigation cases handled by the Firm? \$ 15,000
8. What is the largest judgment, award or settlement in a litigation case achieved by the Firm in the past five years? \$ 2,200,000
9. Does the Firm take litigation case referrals from other law firms? ☒ Yes ☐ No
If yes, please indicate the approximate number of cases and the types involved. 4-5, Personal Injury, Commercial and Labor
10. Does the Firm refer cases to other law firms? ☒ Yes ☐ No
If yes, please indicate the approximate number of cases and the types involved. 2-3, Compensation and Malpractice
11. Has the Firm been involved in any class action plaintiff cases within the past five years? ☐ Yes ☒ No
If yes, please describe the type of case, the injury or loss involved and the number of plaintiff's involved.



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KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For all other applicable state fraud warnings, please see the main application.

NOTICE

Must be signed and dated by an Owner, Partner or Principal as duly authorized on behalf of the Applicant.

Signature of Owner, Partner or Principal

Title

Date

[Handwritten Signature]

Partner

1/20/06

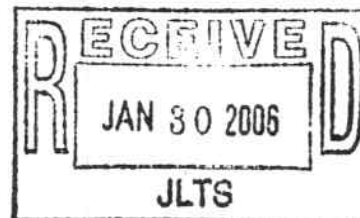


EXHIBIT “2”

DEPARTMENTAL DISCIPLINARY COMMITTEE
 SUPREME COURT, APPELLATE DIVISION
 FIRST JUDICIAL DEPARTMENT
 61 BROADWAY
 NEW YORK, NEW YORK 10006
 (212) 401-0800

RECEIVED

2005 DEC 23 PM 12:20

Thomas J. Cahill
 Chief Counsel

DEPARTMENTAL
 DISCIPLINARY
 COMMITTEE

DATE: 12/21/05

Complainant(s):

Mr.(X) Ms.() Mrs.() MARTON STUART E 231
 Last First Initial
 Address: 200 EAST 27th ST Apt. No. 14F
 New York NY 10016
 City State Zip Code
 Telephone: Home: (917) 748-5523 Business: () Use Same Nr.

Attorney Complained of:

Mr.(X) Ms.() Mrs.() CITAK DONALD 9454
 Last First Initial
 Address: 270 MADISON AVE. Apt. No. 10016
 NY NY Zip Code
 Telephone: Work: Home: (212) 759-9585 Business: ()

 Complaints to other agencies:

Have you filed a complaint concerning this matter with another Bar Association, District Attorney's Office or any other agency? NO.

If so, name of agency: _____

Action taken by agency: _____

 Court action against attorney complained of:

Have you brought a civil or criminal action against this attorney? NO.

If so, name of court: _____ Index No.: _____

 PLEASE PRINT LEGIBLY OR TYPE IN ENGLISH

Start from the beginning and be sure to tell why you went to the attorney, when you had contact with the attorney, what happened each time you contacted the attorney, and what it was that the attorney did wrong. Provide specific dates for each important event. Please, with this form, send copies of all important papers, including all papers that you received from the attorney.

COMPLAINT:

IN APRIL 2000 I HIRED CITAK & CITAK TO REPRESENT ME AGAINST A CONTRACTOR THAT WALKED AWAY FROM RENOVATING MY HOME, IN VIOLATION OF A CONTRACT, IN THE MANY MONTHS AFTERWARDS, DON CITAK, ESQ. FILED A LAWSUIT, WHICH WAS DISMISSED BECAUSE THE COURT SAID THE CASE HAD TO BE ARBITRATED. MR. CITAK FILED FOR ARBITRATION BUT, APPARENTLY, THE AAA DID NOT TAKE THE CASE BECAUSE THE CONTRACTOR REFUSED TO ACCEPT THEM.

I WRITE "APPARENTLY" BECAUSE MR. CITAK NEVER INFORMED ME THAT THE AAA WOULDN'T TAKE THE CASE. (I FOUND OUT MYSELF BY CONTACTING THE AAA).

THE ENTIRE PROCESS WITH MR. CITAK WAS SLOW AND HAD MANY DELAYS. MOST IMPORTANTLY, FROM MARCH 2004 - SEPTEMBER 2004, I MADE REPEATED REQUESTS TO MR. CITAK ASKING FOR A STATUS REPORT — HE NEVER RESPONDED TO ME.

MY LAST REQUEST WAS A "DEMAND" SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. IT WAS IGNORED.

IN THE PROCESS, MR. CITAK STATED THAT IF THE CONTRACTOR REFUSED ARBITRATION, MR. CITAK WOULD RETURN TO THE COURT. AGAIN, IT APPEARS THAT THIS DID NOT HAPPEN.

ENCLOSED PLEASE FIND A DETAILED LIST OF CORRESPONDENCE AND COPIES OF DOCUMENTS, LETTERS, ETC.

I APPRECIATE YOUR EFFORTS TO UNDERSTAND WHY MR. CITAK IGNORES ME AND HAS NOT RETURNED TO COURT TO REPRESENT ME. THANK YOU.

UNSIGNED COMPLAINTS WILL NOT BE PROCESSED.



Signature

EXHIBIT “3”

Citak & Citak
Attorneys at Law

—
Burton Citak
Donald L. Citak
—
Erik Raines

270 Madison Avenue, New York, N.Y. 10016

(212) 759-9585 / (800) 724-9585

Fax (212) 759-2979

E-mail: dcitak@citaklaw.com
bcitak@citaklaw.com
eraines@citaklaw.com

14^{7/15/06}

June 15, 2006

BY FAX (518-782-3139) AND BY MAIL
JLT Services Corp.
13 Cornell Road
Latham, NY 12110
Attn: Carleen

Re: Complaint of Mr. Stuart Marton against Attorney Donald L. Citak

Dear Carleen:

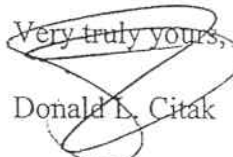
I wish to notify you of a potential claim that may be asserted against me by a former client, Stuart Marton. Please take whatever steps are necessary to notify our insurance carrier of this potential claim (Liberty Insurance Underwriters, inc, - prior to 4/28/06 and St Paul's Fire Marine Ins. Co. - after 4/28/06)

Mr. Marton filed a complaint against me with the Disciplinary Committee in New York. A copy of that complaint is annexed. Also enclosed please find a copy of my response thereto (w/o exhibits - please advise if you require copies of the documents referred to a s exhibits). Lastly, enclosed is the reply that Mr. Marton filed in response thereto.

Initially, the Disciplinary Committee referred the matter to mediation, which concluded on June 15, 2006. During the course of the mediation process, which is designed to have the parties try to resolve their dispute, the designated mediator, Mark S. Arisohn, Esq., indicated that, from his perspective after reviewing the statements and documents, he did not believe that there was any disciplinary violation but that Mr. Marton may, should he wish to do so, pursue any remedy against me for potential malpractice.

While no claim has yet been formally asserted, given what has transpired, as described above, I believe I am obligated to notify you and the insurance carriers of this potentiality.

Pleas advise what else, if anything, you require from me at this time in connection herewith.

Very truly yours,

Donald L. Citak

DLC/sd

EXHIBIT “4”

**ST PAUL
TRAVELERS**

ST. PAUL FIRE AND MARINE INSURANCE
COMPANY
MC 9275-508F
385 Washington Street
St. Paul, MN 55102
Telephone: (651) 310-8393
Fax: (866) 608-9632

June 20, 2006

Donald L. Citak
Citak & Citak Attorney At Law
270 MADISON AVENUE, SUITE 1203
NEW YORK, NY 10016

RE: **Insured:** Citak & Citak Attorney At Law
 Policy Number: 0507JB0670
 Tracking Number: MB12104
 Matter: Stuart Marton
 Claim Number: 0507JB0670 22H001

Dear Mr. Citak,

This letter formally acknowledges ST. PAUL FIRE AND MARINE INSURANCE COMPANY's receipt of the above-referenced matter on 06/15/2006. Timothy C. Krsul will review this on the company's behalf and will contact you in the near future to discuss this matter. Timothy C. Krsul can be reached at (651) 310-5453.

In the meantime, ST. PAUL FIRE AND MARINE INSURANCE COMPANY must respectfully reserve any legal and policy defenses it may have in connection with this matter.

Sincerely,



ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Nhoua Yang
Claim Support Spec
Telephone: (651) 310-8393
Fax: (866) 608-9632
NYANG@STPAULTRAVELERS.COM

CC: Demetrius McCord
JLT Services Corporation
13 Cornell Road
Latham, NY 12110-0000

Andrew Sutcliffe, St. Paul Travelers (via email only)